Before the

ILLINOIS COMMERCE COMMISSION

In the Matter of the Petition of Intrado Inc. for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Verizon South Inc. and Verizon North Inc.	**Docket No. 01-0519** **August 10, 2001**

VERIFIED STATEMENT OF CYNTHIA A. CLUGY

FOR

INTRADO INC.

AUGUST 10, 2001

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS FOR THE RECORD.

A. My name is Cynthia A. Clugy. My business address is as follows: Intrado Inc., 6285 Lookout Road, Boulder, Colorado 80301-3343.

Q. BY WHOM ARE YOU EMPLOYED AND WHAT IS YOUR PRESENT POSITION?

A. I am employed by Intrado Inc. ("Intrado") as Director – External Affairs/SME. In that capacity, I provide subject matter and technical support for Intrado's Legal and Government Affairs department and business units. These duties include providing subject matter and technical support in Section 251 negotiations, as well as testifying in various federal and state regulatory proceedings, including Section 252 arbitrations. I testified before the Illinois Commerce Commission in Docket No. 00-0769, In the Matter of the Petition of SCC Communications Corp. for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with SBC Communications Inc.

Q. PLEASE DESCRIBE YOUR TELECOMMUNICATIONS EXPERIENCE AND RELEVANT WORK HISTORY.

A. Prior to joining Intrado, I worked for Southwestern Bell Telephone Company ("SWBT") for 18 years in various sales, service, and technical support positions. My last position at SWBT was as a 9-1-1 Account Manager for Texas. In that capacity, I was responsible for overseeing the deployment and maintenance of more than twenty 9-1-1 systems serving in excess of four million subscribers in South East Texas. I also served as the primary contact for the 9-1-1 administrative entities for all matters regarding their 9-1-1 systems. In addition to my work experience, I am an active member of the National

Emergency Number Association ("NENA"), the non-profit organization that strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 9-1-1 systems in the United States. I have served on numerous committees and subcommittees during my association with NENA. Currently, I serve on NENA's Non-Traditional Technology Committee, which was established to address the growing number of non-traditional emergency calling methods, e.g., emergency calls placed by telematics[1] subscribers, with the goal of setting national guidelines for providers of such non-traditional emergency calling methods.

Q. PLEASE DESCRIBE YOUR EDUCATION.

A. I am a graduate of the University of Texas at Austin, with a bachelors degree in Marketing. I also have been certified as an Emergency Number Professional by the NENA. In addition to my formal education, over the course of my professional career, I have attended numerous seminars and conferences on 9-1-1-related issues.

Q. HAVE YOU EXAMINED THE PETITION AND CORRESPONDING MATERIALS FILED BY INTRADO IN THIS PROCEEDING?

A. Yes, I have.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to provide information to the Commission about Intrado, its services, why Intrado requires interconnection with Verizon, and Intrado's interconnection negotiations with Verizon. I will also address Intrado's position on unresolved issues discussed in Intrado's Petition.

[1] Telematics service providers are businesses that provide communications devices to their customers that use electronic sensors, wireless communications technologies, and/or location determination technologies to originate a request for emergency services.

Q. PLEASE PROVIDE BACKGROUND INFORMATION ON INTRADO.

A. Intrado is a publicly held corporation incorporated in the State of Delaware. Intrado's predecessor, SCC Communications Corp. ("SCC"), filed the original Certificate of Incorporation with the Secretary of State of Delaware on September 17, 1993. On June 4, 2001, SCC filed with the Delaware Secretary of State to change its name to Intrado Inc.

Intrado is the leading provider of 9-1-1 data management and selective routing services to incumbent local exchange carriers ("ILECs"), competitive local exchange carriers ("CLECs"), integrated communications providers, and wireless carriers in the United States. In addition, Intrado has been selected by the Texas Commission on State Emergency Communication as the state's designated 9-1-1 management services provider. Intrado maintains a network of 22 fault-tolerant, geographically diverse Automatic Location Information ("ALI") nodes. Intrado also maintains a mated pair of geographically separate Service Control Points that are used to provide 9-1-1 selective routing based on Advanced Intelligent Network technology and Signaling System 7. In addition to database management services, Intrado offers telecommunications services called 9-1-1 SafetyNet^{SM} services, which consist of aggregation and switched transport of traditional and non-traditional emergency call traffic for delivery to the appropriate Public Safety Answering Point ("PSAP").

Q. PLEASE DESCRIBE INTRADO'S 9-1-1 SAFETYNET^{SM} SERVICES.

A. Intrado's 9-1-1 SafetyNet^{SM} services are telecommunications services that facilitate, enhance, and advance the provision of emergency services throughout the United States for end users of wireline and wireless carriers, telematics services' customers (*e.g.*, On

Star), and other business and residential end users such as Private Branch Exchanges ("PBX") customers. Specifically, Intrado aggregates and transports traditional and nontraditional emergency call traffic to appropriate selective routing tandems (a/k/a 9-1-1 tandems) for delivery to the appropriate PSAP. Aggregating emergency call traffic reduces the number of facilities that must interconnect with the ILECs' selective routing tandems, resulting in a more efficient use of the telecommunications network. Such aggregation also reduces the ILEC's administrative responsibilities: rather than coordinate and interconnect with multiple service providers individually, the ILEC need only coordinate and interconnect with Intrado in order to handle the emergency call traffic from multiple service providers. In addition, Intrado offers its customers and the interconnecting ILEC assurance that emergency call traffic will be passed to the ILEC's selective routing tandems through redundant, self-healing facilities provided by Intrado. Intrado's 9-1-1 SafetyNet^{SM} services include LEC Emergency Call Support service, Wireless Service Provider ("WSP") Emergency Call Support service, and Telematics Emergency Call Support ("TECS") service. These services are provided over Intrado's Emergency Communications Network ("ECN"), which is a fully redundant, physically diverse telecommunications network designed to accept traditional and non-traditional emergency calls, determine the appropriate PSAP, and forward the calls to the PSAPs via the traditional 9-1-1 infrastructure.

LEC Emergency Call Support service allows a LEC to connect all emergency call traffic to redundant Intrado switches with the standard interfaces of CCSS7 ISUP, Feature Group D, Enhanced Multi-frequency, and Centralized Automated Message Accounting ("CAMA") 9-1-1 trunks. The Automatic Number Identification ("ANI")

associated with the originating caller is utilized by Intrado's ECN and call management system to route calls to the appropriate selective routing tandem. The ECN delivers the voice call with ANI to the selective routing tandem for delivery to the appropriate PSAP. Default routing, as designated by the customer and Intrado on an individual case basis, is also provided through the ECN.

WSP Emergency Call Support service allows a wireless provider to deliver all emergency call traffic to the appropriate selective routing tandem.

TECS service can accommodate voice only, data only, or voice and data combined. The telematics service provider will receive the initial emergency call and extend it to Intrado's ECN, which will route and transport the call to the appropriate selective routing tandem. The unique call-processing configuration utilized by the telematics service provider will determine the combination of 9-1-1 TECS services necessary for call delivery to the appropriate PSAP.

Intrado also offers its 9-1-1 SafetyNet^{SM} services to PBXs. A PBX will trunk directly to Intrado's ECN. The PBX will route the emergency call to the ECN, and the PBX will provide the Direct Inward Dial ("DID") station number as ANI. The ECN will then route the call to the appropriate selective routing tandem for delivery to the PSAP.

Intrado also offers its 9-1-1 SafetyNet^{SM} services to governments and municipalities as an alternative to the traditional ILEC 9-1-1 service offerings. For example, Intrado has offered its 9-1-1 SafetyNet^{SM} services to the State of California and the State of New Hampshire.

In addition to the services outlined above, Intrado also provides Emergency Warning Evacuation ("EWE") services, and Private Switch ALI ("PS/ALI") directly to residential and business end users.

Q. ARE YOU FAMILIAR WITH VERIZON'S PROVISION OF EMERGENCY CALLING SERVICES?

A. Yes.

Q. HOW SO?

A. I have been actively involved in Intrado's interconnection negotiations with Verizon since they began. Through those negotiations, I have become quite familiar with Verizon's emergency call service provisioning. In addition, while an employee at SWBT, I was involved with 9-1-1 service provisioning in Texas that affected how 9-1-1 service provisioning is performed in Verizon's territory, from both an operational and sales perspective. The bulk of my experience is with SWBT's 9-1-1 service provisioning, but I am familiar with the 9-1-1 operations of Verizon and its affiliates, including the ALI Steering that Verizon performs today.

Q. HOW IS AN EMERGENCY CALL PLACED IN VERIZON'S TERRITORY?

A. Generally, an end user will place an emergency call from a wireline or wireless telephone or communication device. Where the end user is served by a CLEC, or where the end user places a 9-1-1 call on a wireless telephone, the emergency call is routed over facilities from the end user's location to the local exchange carrier's (or wireless carrier's) Point of Presence ("POP"), and then to the carrier's Point of Interconnection ("POI") with Verizon. For the majority of emergency calls, the POI with Verizon is at the Selective Routing Tandem. Where an end user is served by a Verizon-owned ILEC,

the emergency call is routed over facilities from the end user's location to the Verizon-owned ILEC's local end office, where the call is then routed to the selective routing tandem. From the selective routing tandem, the voice call and ANI are trunked over Verizon bottleneck facilities to the appropriate PSAP. A data path is triggered when the voice call and ANI are delivered to the PSAP. Specifically, using the ANI, the PSAP bids the ALI host for ALI information corresponding to the caller. The data information is then sent from the ALI host to the PSAP. The appropriate routing of the voice call and ANI, as well as the delivery of the correct ALI information is driven by data loaded into the selective routing tandems and ALI hosts.

Q. WHY MUST INTRADO INTERCONNECT ITS NETWORK WITH VERIZON'S NETWORK TO OFFER SERVICES IN VERIZON'S TERRITORY?

A. Intrado needs to interconnect with Verizon's selective routing tandems, just as other competitive carriers do, to provide their end users with emergency services. Where Verizon is the incumbent 9-1-1 services provider, all carriers must interconnect with Verizon to deliver emergency calls because Verizon owns and controls the selective routing tandems that route emergency calls and the facilities to the PSAPs. Also, the PSAPs are connected to and query the Verizon ALI hosts for the data portion of the emergency call. As a result, all providers, including Intrado, must interconnect with Verizon's selective routing tandems, and all providers, including Intrado, must be able to provide their subscriber records to Verizon for inclusion in the Verizon ALI hosts. Intrado also requires ALI connectivity between its ALI host and Verizon's ALI host(s). Such connectivity is necessary so that PSAPs can access wireless and telematics emergency caller information, including the caller's location, when such information

resides in Intrado's ALI nodes. Verizon provides such ALI connectivity today throughout its territory.

Finally, Intrado requires database management services from Verizon. In sum, by denying Intrado interconnection, Verizon is preventing Intrado from entering the market. Moreover, by denying Intrado access to services and features that Verizon makes available to itself, its affiliates and other telecommunications carriers, Verizon is discriminating against Intrado.

Q. DOES INTRADO PROVIDE SWITCHED TRANSPORT OF VOICE AND DATA 9-1-1 AND EMERGENCY CALLS?

A. Yes. Intrado provides for switched transport of voice and data over its ECN.

Q. DID INTRADO PROVIDE VERIZON A NETWORK DIAGRAM?

A. Yes. This diagram was provided to Verizon's negotiating team on June 6, 2001, and is provided as an Attachment to Intrado's Petition.

Q. WILL INTERCONNECTION WITH VERIZON ENABLE INTRADO TO COMPLETE CALLS?

A. Yes. The interconnection arrangement Intrado seeks will allow Intrado to complete 9-1-1 and emergency calls just like any other competitive local exchange carrier, wireless carrier, or non-dominant incumbent local exchange carrier. Specifically, as with CLECs, wireless carriers, and non-dominant ILECs, Intrado will complete 9-1-1 and emergency calls to PSAPs by terminating such traffic at Verizon's 9-1-1 selective routing tandems.

Q. PLEASE DESCRIBE INTRADO's ECN.

A. Intrado's ECN is a fully redundant, physically diverse telecommunications network designed to accept traditional and non-traditional emergency calls, determine the

appropriate PSAP, and forward the calls to the PSAPs via the traditional 9-1-1 infrastructure. The ECN consists of switches, transport, SS7 links, call management hardware and software, and trunking terminations at POPs and selective routing tandems.

Q. WHAT TYPE OF SWITCHES DOES THE ECN EMPLOY?

A. The ECN uses VCO/4K Open Programmable Switches manufactured by Cisco Systems.

Q. WHO ARE INTRADO's CUSTOMERS FOR ITS 9-1-1 SAFETYNET[SM] SERVICES?

A. Intrado offers its 9-1-1 SafetyNet[SM] services to local exchange carriers, wireless carriers, telematics services providers, residential and business private branch exchanges, and governments and municipalities.

Intrado also offers its 9-1-1 SafetyNet[SM] services to governments. For example, Intrado has made a proposal to the State of California Telecommunications Division to deploy a statewide wireless 9-1-1 voice network using Intrado's 9-1-1 SafetyNet[SM] services.

Intrado also markets its 9-1-1 SafetyNet[SM] services to businesses that offer telematics services. For example, Intrado has offered its 9-1-1 SafetyNet[SM] services – specifically, Intrado's ECN and call management system – to Response Services Center, LLC to route voice and data communications from Response's call centers to appropriate PSAPs.

Q. WHAT ARE THE UNRESOLVED ISSUES IN THE 9-1-1 ATTACHMENT?

A. The unresolved issues from the 9-1-1 Attachment include: Definitions (Section 1.1); General Terms and Conditions (MSAG Access) (Section 2.4.2); PAM Protocol/ALI Steering (Section 2.4.6); and 9-1-1 Compensation (Section 2.6.6). In addition, Intrado

proposed language to correct obvious errors in Electronic Interface (Section 2.5.1); End Office Transport to the 9-1-1/E9-1-1 Tandem (Section 2.6.3); and Trunking (Section 2.6.8).

Q. SHOULD THE PARTIES' AGREEMENT INCORPORATE INTRADO'S PROPOSED DEFINITIONS?

A. Yes. The 9-1-1 Attachment references several terms of art but does not define them. Thus, at Verizon's request, Intrado proposed definitions for: "Database System," "E9-1-1," "National Emergency Numbering Association" ("NENA"), "PAM Protocol," and "Public Safety Answering Point" ("PSAP"). Intrado's proposed definitions are identical to industry-standard definitions adopted by NENA. The Parties' agreement should define the terms of art used therein, and Intrado's proposed definitions for the terms listed above – definitions that are standards within the public safety community – should be included in the Parties' agreement.

Q. DO THE GENERAL TERMS AND CONDITIONS SET FORTH VERIZON'S OBLIGATIONS FOR MSAG ACCESS?

A. No. Intrado, therefore, proposed that the Parties' agreement specify the manner in which Verizon will provide Intrado access to updates to the Master Street Address Guide ("MSAG"). Verizon is obligated to provide CLECs access to MSAG updates, and the General Terms and Conditions of the 9-1-1 Attachment should include a description of the method by which Verizon provides CLECs with such access. The 9-1-1 Attachment also should specify that the aforementioned process is administered on a nondiscriminatory basis. Unlike CLECs, Verizon may access MSAG updates in real time. Thus, Verizon is able immediately to correct its subscriber records. Competitive

providers should be afforded the same ability to expedite the error correction process instead of waiting for the record to fall out in error, make necessary corrections, and then resubmit the order for additional processing.

For these reasons, Intrado's proposed language regarding nondiscriminatory MSAG access should be adopted.

Q. WHAT IS PAM PROTOCOL?

A. PAM Protocol is an interface that permits one ALI database serving a PSAP to query a second ALI database for ALI data that resides in the second database. PAM Protocol was developed years ago in order to permit ALI node connectivity between providers' ALI nodes. In more recent years, in response to the challenges faced in the wireless industry for the deployment of Phase I and Phase II 9-1-1 service, incumbent providers are using PAM Protocol to steer between their ALI nodes and wireless providers' ALI nodes. PAM Protocol typically is used in conjunction with wireless non-call path-associated-signaling ("NCAS") to "steer" from one ALI database to another to retrieve ALI information.

In an NCAS scenario, emergency caller subscriber data (e.g., location and mobile directory number) does not accompany the voice call. Rather, such information is created and maintained by Intrado and resides in Intrado's ALI node. A PSAP receiving the voice portion of a wireless emergency call will bid Verizon's ALI node for the corresponding emergency caller subscriber data. Therefore, in order for the PSAP to obtain this critical data, Verizon's ALI node must "steer" to Intrado's ALI node to retrieve the data.

Q. DOES VERIZON PROVIDE SUCH SERVICES TODAY?

A. Using PAM Protocol, Verizon provides ALI Steering throughout its operating territory. Indeed, Verizon's new regional wireless interconnection agreement template, which was provided to Intrado by Verizon's technical representative, offers PAM Protocol as a standard offering. Verizon's new regional wireless interconnection agreement template is provided as an Attachment to Intrado's Petition.

Additionally, in California, Verizon uses PAM Protocol to exchange ALI information, via ALI Steering, with Pacific Bell Telephone Company. During negotiations, Intrado informed Verizon of the aforementioned practice, and, at Verizon's request, Intrado contacted its contacts at Verizon, asking them to provide this information to Verizon's negotiation team. Despite these efforts, Verizon continues to refuse to offer Intrado ALI Steering.

Verizon is obligated to make ALI Steering available to Intrado, and Verizon cannot simply offer such services to Pacific Bell or whichever telecommunications provider Verizon chooses. By refusing to offer ALI Steering to Intrado, Verizon seeks to maintain its control over bottleneck facilities and a monopoly hold on the competitive emergency telecommunications market.

Indeed, PAM Protocol was developed, in part, so that incumbents can offer a package of 9-1-1 services in the market even where their serving areas do not comport to the area served by the PSAP. For example, Verizon's end users' emergency calls may be answered by a PSAP that purchases 9-1-1 service offerings from Pacific Bell because Pacific Bell acts as the 9-1-1 service provider in that area. Thus, Verizon has to steer its end users' subscribers to Pacific Bell's ALI host. PAM Protocol is integral to public

safety in these scenarios because it permits critical emergency services information to be provided to the PSAP.

ALI connectivity via ALI Steering and/or Dynamic ALI updates has been approved by state commissions in other incumbent providers' interconnection agreements. Indeed, Intrado's interconnection agreement with Ameritech Illinois – an arrangement that was approved by the ICC several months ago – includes ALI Steering. Thus, ALI connectivity can exist between Intrado's ALI hosts and Ameritech's. When a call is placed to a PSAP served by Ameritech from Intrado's network, the critical emergency services information about that caller can be sent to the PSAP.

By denying ALI connectivity within its operating region, Verizon has chosen not to provide such critical emergency services information to the PSAP from Intrado's ALI hosts. The PSAP has to make determinations about public safety without the information typically gained from an ALI host.

Intrado's proposed language regarding PAM Protocol mirrors language contained in Verizon's new wireless interconnection agreement template. That language does not restrict the use of PAM Protocol to wireless carriers or to wireless emergency call traffic. Intrado's proposed language should be included in the Parties' agreement.

Q. DOES INTRADO REQUIRE ALI HOST CONNECTIVITY IN ORDER TO PROVIDE ITS SERVICE OFFERINGS?

A. Yes. Without ALI connectivity, a PSAP is unable to obtain ALI data that resides in a third-party ALI node. Thus, ALI connectivity is crucial in a multiprovider environment for emergency call provisioning and is necessary for meaningful competition to exist in the emergency telecommunications marketplace.

Q. IS VERIZON'S PROPOSED LANGUAGE REGARDING COMPENSATION DISCRIMINATORY?

A. Yes. Verizon is obligated to provide Intrado with services in the 9-1-1 Attachment at nondiscriminatory rates and on nondiscriminatory terms and conditions. Nevertheless, Verizon's proposed language does not include any references to this obligation. Verizon should be permitted to charge Intrado only for those 9-1-1 services Verizon bills, charges and collects from itself, its affiliates, and other telecommunications carriers. Intrado's proposed language specifies that Verizon must act in a nondiscriminatory manner and should be included in the Parties' agreement.

Q. WHAT IS INTRADO'S POSITION ON ELECTRONIC INTERFACE, END OFFICE TRANSPORT TO THE 9-1-1/E9-1-1 TANDEM, AND TRUNKING?

A. In general, Intrado is amenable to contract provisions regarding electronic interface, end office transport to the 9-1-1/E9-1-1 Tandem, and Trunking. Verizon's proposed language, however, contains several errors; thus, Intrado cannot agree to Verizon's proposed language as written.

With respect to the Electronic Interface, Verizon's proposed language erroneously refers to "cell/sector location information associated with each face of the cellsite."[2] Language appropriate to Intrado's proposed service offerings should refer to "CLEC End User." Intrado proposed this language change, but Verizon has not responded to Intrado's proposal.

Intrado has agreed to be responsible for transport from its end office to the 9-1-1/E9-1-1 Tandem interface points. Verizon's proposed language, however, erroneously

[2] Id.

refers to "Mobile Switching Center" not "end office."[3] Intrado does not operate a Mobile Switching Center, and language appropriate to Intrado's proposed service offerings should refer to "end office." Intrado proposed this language change, but Verizon has not responded to Intrado's proposal.

With respect to the trunking requirements set forth in Section 2 of the Parties' agreement, Verizon's proposed language erroneously refers to "Type 2C" trunks. Type 2C trunks are not referenced in Section 2 of the Parties' agreement. Indeed, Type 2C trunks typically are offered via a wireless interconnection agreement, not the interconnection arrangement Intrado is seeking. Intrado proposed that the reference to Type 2C trunks be stricken from the Parties' agreement, but Verizon has not responded to Intrado's proposal.

Accordingly, Intrado's language should be adopted that corrects these errors.

Q. HAS VERIZON PROVIDED INTRADO WITH PRICING FOR THE SERVICES INTRADO NEEDS UNDER THE INTERCONNECTION AGREEMENT?

A. No. Verizon has not provided Intrado with pricing for all of the services Intrado requires under the Parties' agreement. Moreover, the pricing information Verizon has provided to Intrado is confusing and raises more questions than it answers. To date, Verizon has not made itself available to discuss several key technical matters with Intrado, despite Intrado's requests; thus, the parties have been unable to address the questions raised by Verizon's pricing information.

Q. PLEASE DESCRIBE YOUR ROLE DURING INTRADO's INTERCONNECTION NEGOTIATIONS WITH VERIZON.

[3] Section 2.6.3 of the 9-1-1 Attachment.

A. I have been actively involved in Intrado's interconnection negotiations with Verizon since they began. I have participated in all of the technical negotiating sessions, and I have attended face-to-face meetings with Verizon's representatives on two occasions – on December 12, 2000 at Verizon's offices in New York City and on June 25, 2001 at the Annual NENA Conference in Orlando, Florida. Throughout the course of the negotiations, I have reviewed the materials exchanged between Intrado and Verizon. Also, at Verizon's request, I have discussed certain issues related to the parties' negotiations with my contacts within Verizon.

Q. IN YOUR OPINION, WHY HAVE THE PARTIES NOT RESOLVED ALL OF THE OUTSTANDING ISSUES?

A. In my view, Verizon has failed to dedicate the requisite time, technical personnel, and resources necessary to reach a negotiated agreement with Intrado. A number of key unresolved issues involve technical matters. Intrado has gone to great lengths to educate Verizon's technical representatives regarding Intrado's interconnection needs, and Intrado repeatedly has attempted to engage Verizon's technical representatives in substantive discussions concerning the key outstanding issues. Verizon's technical representatives, however, have been unwilling or unable to engage in such discussions and, as a result, key issues remain unresolved.

Q. PLEASE DESCRIBE THE INCIDENTS THAT LEAD YOU TO REACH THAT CONCLUSION.

A. In general, Verizon has failed to engage in any meaningful, substantive discussions with Intrado regarding several key unresolved issues. Verizon's technical representatives consistently have been unavailable or unprepared for such discussions, and Verizon has

not responded to a number of Intrado's proposals regarding the key outstanding issues. Rather than focus on issues pertinent to the Parties' interconnection arrangement, Verizon has raised irrelevant and inappropriate "concerns," some of which were rooted in Verizon's interests as a retail provider of 9-1-1 services. Many of the specific incidents of Verizon's conduct are described below.

Intrado completed revisions to Verizon's regional template agreement on December 1, 2000 and provided Verizon with these revisions on December 1, 2000 ("December 1, 2000 proposals"), and on December 12, 2000, several of my colleagues and I met with Verizon's representatives at Verizon's offices in New York to describe Intrado's service offerings and to explain Intrado's interconnection needs. We explained that Intrado requires: (1) interconnection to the selective routing tandem; (2) access to the 9-1-1 database and database maintenance, i.e., ability to update records; and (3) ALI Steering. We also explained that Verizon provides such interconnection arrangements currently to its wireless affiliate and to other telecommunications carriers.

Rather than focus on issues germane to interconnection, Verizon's representatives questioned whether there was a market for Intrado's ECN services and whether Intrado had a "viable product." Verizon's representatives also raised concerns that Intrado's interconnection needs fell outside of the ambit of § 251. My colleagues and I reiterated to Verizon that Intrado was seeking interconnection just as any other CLEC.

During the next negotiating session on December 19, 2000, Verizon's representatives again focused on matters irrelevant to the interconnection arrangement sought by Intrado. Verizon questioned whether Intrado's service offering is marketable – a matter entirely irrelevant to interconnection. Verizon also alleged that PSAPs would

not accept calls from Intrado's ECN that terminated at Verizon's selective routing tandems. My colleagues and I explained that competitive providers typically have to be certified by the PSAP before the PSAP will accept calls from the provider, and we assured Verizon's representatives that Intrado would comply with all PSAP requirements and applicable rules and regulations.

Another technical negotiation call was held on January 25, 2001; however, Verizon's representatives were not prepared to discuss Intrado's proposed language changes to the 9-1-1 Attachment to the parties' agreement. Indeed, Verizon's representatives had not even reviewed Intrado's proposal, which was provided to Verizon on December 2, 2000.

Between late January 2001 and late March 2001, Intrado requested on several occasions that Verizon make its technical representatives available for a technical negotiation session. On each occasion, Verizon indicated that its technical representatives were not available, and none of Intrado's meeting requests were honored. By late March, even Verizon's lead negotiator acknowledged that the consistent unavailability of Verizon's technical representative was hindering the negotiation process.

A technical negotiation call finally was scheduled for April 12, 2001. In advance of the call, Intrado requested that Verizon make additional technical representatives available during the call. Verizon declined Intrado's request. Then, on April 11, 2001, Verizon cancelled the call scheduled for April 12, 2001. Verizon agreed to reschedule the call for the following day, but during that call, Verizon's technical representative refused to engage in a substantive discussion about Intrado's December 1, 2000

proposals regarding a number of key issues. According to Verizon's technical representative, a new template for the 9-1-1 Attachment in development would address some of Intrado's proposals, but Verizon refused to provide the that new template language to Intrado.

On April 20, 2001, the Parties held another technical negotiation call. During the call, Intrado proposed additional language for section 1.2 of the 9-1-1 Attachment to the Parties' agreement. Verizon's technical representative represented that Intrado's proposal would have to be reviewed by other Verizon technical personnel; however, to date, Verizon has not responded to Intrado's proposal. Also during this call, Verizon's technical representative expressed concern about the inclusion of ALI Steering in the Parties' agreement. Intrado informed Verizon that Verizon currently provides ALI Steering for landline calls in both California and Texas, a fact of which Verizon's technical representative apparently was not aware. Intrado also informed Verizon that Intrado's interconnection agreement with Ameritech Illinois for the State of Illinois – a state also served by Verizon – included ALI Steering.

Ironically, during a technical negotiation call held on May 14, 2001, Verizon's technical representative introduced two new technical representatives to the Parties' negotiations. Neither of these new technical representatives previously had participated in the Parties' negotiations, and both were clearly unaware of the status of the negotiations. Moreover, for the first time, Verizon raised two new concerns with Intrado's ECN offering: (1) whether Intrado's ECN calls consist of access calls; and (2) whether Intrado's ECN architecture comported with NENA guidelines. These "concerns" came six months after Intrado provided its December 1, 2000 proposals to

Verizon, to which Verizon had yet to respond. Significantly, none of Verizon's three technical representatives was prepared to address Intrado's December 1, 2000 proposals.

Verizon's first "concern" reflected a fundamental misunderstanding of Intrado's service offerings. My colleagues and I explained that Intrado's call traffic is local in nature and will originate and terminate in the same local calling area. Moreover, we explained that Intrado's traffic will not be switched through an interexchange carrier ("IXC") or an access tandem; therefore, Intrado's traffic is not access traffic.

Verizon's second "concern" was a transparent attempt to gather competitively sensitive information to which Verizon is not entitled. Verizon and Intrado have submitted competing proposals to the State of California for a statewide wireless 9-1-1 network. Verizon's second "concern" simply was an effort to learn more about Intrado's competing product offering. Whether Intrado's ECN complies with NENA guidelines is entirely irrelevant to interconnection, and Verizon's attempt to raise it as an issue was neither productive nor proper.

The next technical call was held on May 30, 2001. During the call, Verizon's technical representative provided Intrado with the new wireline and wireless interconnection agreement template language; however, the language was replete with typographical errors and it contained incorrect references to wireless 9-1-1/E9-1-1 arrangements. Intrado provided Verizon with revisions to Verizon's new wireline and wireless interconnection agreement template language on June 1, 2001.

The next technical negotiation call was scheduled for June 6, 2001. At the Verizon's request, Intrado prepared a network diagram and was prepared to present and discuss it with Verizon during the call. The technical negotiation call began as scheduled

but Verizon's technical representative failed join the call. After contacting him, it became clear that he was not prepared to participate on the call. Intrado provided Verizon with the network diagram, and the Parties rescheduled the technical negotiation call for June 15, 2001. To date, however, Verizon's technical representative has never discussed the network diagram with Intrado.

On June 14, 2001, Verizon informed Intrado that Verizon would not provide Intrado with comments on Intrado's revisions to the new wireline and wireless interconnection agreement template language before the June 15, 2001 call. Verizon also informed Intrado that Intrado that Intrado's revisions had been forwarded to another unnamed Verizon technical representative. Intrado did not receive any comments from that representative.

During a June 20, 2001 technical negotiation call, Verizon's representatives indicated that they had not reviewed Intrado's revisions to the new wireline and wireless interconnection agreement template language. Intrado asked Verizon to provide comments on Intrado's revisions and to include a description of the current process by which Verizon allows CLECs to access MSAG updates. To date, Verizon has done neither.

On June 25, 2001, at Verizon's request, Intrado representatives met with Verizon representatives at a trade association event, ostensibly to discuss Intrado's interconnection needs. The meeting, however, was very brief and Verizon's representatives did not discuss any substantive issues with Intrado's representatives. Intrado renewed its request for Verizon's comments on the new template language on July 2, 2001 and July 9, 2001.

The next technical negotiation call was scheduled for July 25, 2001, just two days before the agreed-upon expiration of the arbitration window. In advance of the meeting, Intrado again asked Verizon to provide comments to Intrado's revisions to the new template language. On Monday, July 23, 2001, Verizon's lead negotiator contacted Intrado to cancel the technical negotiation call scheduled for July 25, 2001, and asked that the call be moved to Friday, July 27, 2001, the last day of the arbitration window.

In short, Verizon has never engaged Intrado in a substantive discussion regarding several key issues.

Q. IN YOUR OPINION, IS VERIZON'S BEHAVIOR DURING THE PARTIES' NEGOTIATIONS TANTAMOUNT TO BAD FAITH?

A. Yes. As I described, throughout the negotiations, Verizon's technical representatives consistently were unprepared to discuss key substantive issues, despite repeated requests from Intrado that such discussions occur. In addition, Verizon has yet to respond to a number of proposals made by Intrado, some of which are several months old. Verizon has abruptly canceled scheduled negotiating sessions, raised "concerns" irrelevant to the interconnection arrangement Intrado is seeking, and has failed to share contractual language promised to Intrado. I am not an attorney, but I believe Verizon's behavior during the Parties' negotiations constitutes bad faith under any reasonable interpretation of that term.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

Before the

ILLINOIS COMMERCE COMMISSION

In the Matter of the Petition of Intrado Inc. for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Verizon South Inc. and Verizon North Inc.	**Docket No. 01-0519** **August 10, 2001**

VERIFICATION

I, Cynthia A. Clugy, do on oath depose and state that the facts contained in the foregoing document are true and correct to the best of my knowledge and belief.

_____

SIGNATURE OF PERSON VERIFYING DOCUMENT

State of _____)
)ss
County of _____)

SIGNED AND SWORN TO BEFORE ME THIS _____ DAY OF AUGUST 2001.

_____

NOTARY PUBLIC

My Commission Expires _____.